

RYAN MCDONALD
1201 Old New Windsor Rd.
New Windsor, Maryland 21776

Plaintiff

v.

LG ELECTRONICS USA, INC.
1000 Sylvan Ave.
Englewood Cliffs, New Jersey 07632

Serve On Resident Agent:
CSC-Lawyers Incorporating Service
Company
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

and

Amazon.com, Inc.
1013 Centre Road
Wilmington, Delaware 19805

Serve On Resident Agent:
CSC-Lawyers Incorporating Service
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY

* Case Number: _____

* * * * *

COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Ryan McDonald, Plaintiff, by Shani Dinovitz and the Law Office of Shani Dinovitz, LLC, his attorney, brings suit against Defendants LG Electronics USA, Inc. and Amazon.com, Inc. and states as follows:

1. Plaintiff is an adult citizen of the State of Maryland and a resident of Carroll County.

2. Defendant LG Electronics USA, Inc. ("LG") is a Delaware corporation with its headquarters located in Englewood Cliffs, New Jersey. LG is the North American subsidiary of LG Electronics, Inc., a global technology company specializing in the design, manufacture and sale of consumer electronics, appliances and mobile communications. The company carries on regular business in Baltimore City, Maryland.

3. Defendant Amazon.com, Inc. ("Amazon") is a Delaware corporation with its headquarters located in Seattle, Washington. Amazon is an on-line retailer and also offers on-line platforms that enable third parties to sell products on Amazon's website. One such seller is Saftymind, based in Los Angeles, California and engaged in the sale of consumer electronic products. Defendant Saftymind sells items to consumers via on-line platforms that include Amazon.com. Amazon regularly sells products in Baltimore City, Maryland.

4. On November 5, 2014, Plaintiff ordered two LG rechargeable batteries from the Amazon website. The batteries were designed, manufactured and sold by LG. The batteries were sold and shipped to Plaintiff by Saftymind, and Plaintiff received them.

5. On December 31, 2015 at approximately 9:00 a.m., at the McDonald's located at 1706 Ridgeside Drive, Mt. Airy, Maryland 21771, Plaintiff suffered serious and permanent injuries as a result of one of the re-chargeable LG batteries violently and spontaneously exploding in his pocket and setting him on fire.

6. Plaintiff was taken to Bay View Medical Center and spent more than a week in severe agony in the burn unit. The battery explosion caused Plaintiff to sustain permanent injuries and to suffer extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT I
Product Liability - Defect in Design
Defendant LG

7. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

8. Defendant LG designed, manufactured, produced, assembled and placed the battery in the stream of commerce. The battery contained a defective condition because the design was defective and unsafe.

9. The design defect made the battery unreasonably dangerous.

10. The battery as designed and manufactured by LG remained unchanged and was in the same condition at the time of the injury herein alleged.

11. As a direct and proximate cause of Defendant's design, manufacture, production, assembly and sale of the defectively designed battery, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT II
Product Liability - Defect in Manufacture
Defendant LG

12. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

13. Defendant LG designed, manufactured, produced, assembled and sold the battery. The battery contained a latent manufacturing flaw which resulted in the battery spontaneously exploding into flames while in Plaintiff's pocket.

14. The manufacturing defect made the battery unreasonably dangerous.

15. The battery as designed and manufactured by LG remained unchanged and was in the same condition at the time of the injury herein alleged.

16. As a direct and proximate cause of Defendant's design, manufacture, production, assembly and sale of the defectively manufactured battery, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT III
Product Liability – Defect in Warning
Defendant LG

17. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

18. Defendant LG designed, manufactured, produced, assembled and sold the battery. The battery contained a defective condition in that the battery, to be non-defective and reasonably safe for use, should have contained or been accompanied by a warning that the battery may

spontaneously explode into flames if placed in one's pocket. If the battery had contained or been accompanied by such a warning, Plaintiff would not have placed the battery in his pocket.

19. The warning defect made the battery unreasonably dangerous.

20. The battery as designed and manufactured by LG remained unchanged and was in the same condition at the time of the injury hereafter alleged.

21. As a direct and proximate cause of Defendant's design, manufacture, production, assembly and sale of the defective battery, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT IV
Negligent Design
Defendant LG

22. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

23. Defendant LG designed, manufactured and sold a battery that had a defective design. Defendant LG owed a duty to Plaintiff to design the battery in such a way that made the battery safe for its intended purpose.

24. Defendant LG knew or should have known when producing the battery that it was designed defectively, creating an unreasonable risk of injury for Plaintiff.

25. Defendant was negligent in failing to properly design, manufacture and communicate the defect in the battery to Plaintiff, creating a clear and immediate risk of serious injury to battery

users such as Plaintiff. As a direct and proximate result, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT V
Negligence – Failure to Warn or to Provide Adequate Instruction
Defendants LG and Amazon

26. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

27. Defendants owed a duty to Plaintiff to only place in the stream of commerce a battery containing adequate warning and instruction. Without such warning or instruction, the battery was unreasonably dangerous.

28. The battery was placed into the stream of commerce by the Defendants and was sold to Plaintiff in a defective and unreasonably dangerous condition in that it should have contained or been accompanied by a warning that the battery may spontaneously explode into flames if placed in one's pocket. If the battery had contained or been accompanied by such a warning, Plaintiff would not have placed the battery in his pocket.

29. As a direct and proximate cause of the Defendants' negligent failure to provide adequate instruction and warning, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT VI
Negligence
Defendants LG and Amazon

30. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

31. Defendants owed a duty to Plaintiff to only place in the stream of commerce a battery that would not spontaneously explode upon being placed in Plaintiff's pocket, that is safe for its intended purpose, and that is not unreasonably dangerous.

32. The battery was placed into the stream of commerce by the Defendants and was sold to Plaintiff in a defective and unreasonably dangerous condition in that it was apt to explode if placed in one's pocket.

33. Defendants were negligent in failing to place a safe battery in the stream of commerce, and for instead selling Plaintiff a defective and unreasonably dangerous battery, without communicating said defect, creating a clear and immediate risk of serious injury to battery users. As a direct and proximate result, Plaintiff sustained permanent injuries and suffered extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

COUNT VII
Breach of Implied Warranty
Defendants LG and Amazon

34. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

35. At the time of the sale and delivery of the battery to Plaintiff, Defendants impliedly warranted to Plaintiff that the battery was merchantable and fit for the ordinary purpose for which batteries are intended, namely, for providing power. The Defendants further held themselves out to the public as a reliable and competent seller of safe batteries, and Plaintiff relied on this in his decision to purchase the battery.


36. Defendants breached their implied warranties of merchantability to Plaintiff, which directly and proximately caused Plaintiff to sustain permanent injuries and suffer extreme pain and agony, continuing medical expenses, and lost wages.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) plus interest, costs and any other relief this court deems appropriate.

PLAINTIFF'S REQUEST FOR JURY TRIAL

Plaintiff prays a trial by jury on all issues pursuant to Maryland Rule 2-325.

Respectfully submitted,


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